

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT NO. 19
LEASE AMENDMENT	TO LEASE NO. GS-11P-LVA02039
ADDRESS OF PREMISES 1901 S. Bell Street Arlington, VA 22202-4804	PDN Number:

THIS AMENDMENT is made and entered into between **CESC Mall L.L.C.**  
 whose address is c/o JBGS/OP Management Services, L.L.C  
 4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended upon execution by the Government as follows:

The Lease shall be extended for five (5) years commencing on March 30, 2019 and expiring on March 29, 2024, and certain rents shall be adjusted as provided below.

1. Extension Term: This Lease Amendment (LA #19) is issued to extend the above referenced lease for five (5) years effective March 30, 2019 through March 29, 2024.
2. Office Premises: The existing Leased Premises consists of 40,984 BOMA rentable square feet (RSF) / 34,708 ANSI BOMA Office Area Square Feet (ABOA SF) of office space located on the entire tenth (10<sup>th</sup>) floor (25,819 RSF / 21,922 ABOA SF), and a portion of the eleventh (11<sup>th</sup>) floor (15,165 RSF / 12,786 ABOA SF) in the building located at 1901 South Bell Street, Arlington, Virginia.
3. Parking: The lease currently includes 90 parking permits for the use by the Government on an unreserved basis. Effective March 30, 2019, Lessor provided parking permits shall be reduced from 90 unreserved parking permits to zero (0) unreserved parking permits..
4. Annual Rent: The annual rent shall be amended as follows:

This Lease Amendment contains 2 pages.

All other terms and conditions of the Lease shall remain in force and effect.  
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

CESC MALL L.L.C.

Signature: (b) (6)  
 Name: Brit Snider  
 Title: Authorized Signatory  
 Date: 11/13/18

**FOR THE GOVERNMENT:**

Signature: (b) (6)  
 Name: Sylvia H. Nicolás  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 Date: NOV 19 2018

**WITNESSED FOR THE LESSOR BY:**

Signature: (b) (6)  
 Name: (b) (6)  
 Title: Learning Coordinator  
 Date: 11/14/18

- o November 1, 2018 through March 29, 2019: Effective November 1, 2018 through March 29, 2019 the Government's annual rent for the office space only shall be waived, however the Government shall continue to be responsible for payment of rent for the 90 unreserved parking permits. The escalated rent as of October 31, 2018, totals (b) (4) for 90 unreserved parking permits). Effective November 1, 2018 through March 29, 2019, the annual rent shall be reduced from (b) (4) (b) (4)
  - o March 30, 2019 through March 29, 2024: Effective March 30, 2019 through March 29, 2024, the Government's annual rent shall be (b) (4). Rent shall be payable at the rate of (b) (4). The annual rent shall be subject to changes in operating expenses as further detailed below.
  - o There shall be no rent waiver period during the period March 30, 2019, through March 29, 2024.
5. Operating Expenses: Effective March 30, 2019, for the purpose of CPI adjustments required in Section 3.7 of SFO Number 07-016, the base for operating costs shall be reset at (b) (4) as reflected in the attached GSA Form 1217. Per this LA, the first operating cost adjustment required during the term of this extension shall be due effective March 30, 2020 by comparing the index for the month of February 2020 to that for the re-established base month index of February 2019.
  6. Real Estate Taxes: Effective March 30, 2019, for the purpose of real estate tax adjustments required in Sections 3.5 and 3.6 of SFO No. 07-016, the Government's percentage of occupancy shall remain unchanged at 14.71%, and the new base year for calculating real estate tax (RET) adjustments shall be re-established as calendar year (CY) 2019. The first adjustment shall be calculated by comparing the RET for CY 2020 to the CY 2019 which shall be prorated for the period of March 30, 2020 through December 31, 2020. Subsequent RET adjustments shall be calculated by comparing each CY to CY 2019.
  7. Tenant Improvement Allowance (TIA) & Building Security Amortized Capital (BSAC): The annual rent does not include any TIA or BSAC.
  8. Commission: The Lessor shall not be responsible for a commission payable to any broker representing the Government.
  9. Acceptance of Existing Conditions: The Government agrees to accept the Leased Premises and the Building Shell "as existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. The acceptance of the Leased Premises "as existing" does not relieve the Lessor of the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease. The Government shall be solely responsible for all costs including but not limited to costs for Building Shell modifications in connection with renovations or reconfiguration to the Government's Leased Premises.
  10. Cyclical Repainting and Re-Carpeting: The Lessor shall not be responsible for providing cyclical repainting or carpeting of the Government's Leased Premises.
  11. Termination Rights: Either the Lessor or the Government may terminate the lease in whole, and not in part, effective at any time on or after September 2, 2023, by providing the other party with at least 365 days prior written notice.
  12. Construction Fees: In connection with any alterations to be performed in the Leased Premises that are to be coordinated by Lessor, the Lessor's general contractor's overhead and profit and general conditions and the construction management and coordination fees payable to Lessor or its affiliate shall be (b) (4) to perform all alterations to the Leased Premises. The Lessor shall not be entitled to collect a construction fee for the cost of architectural or engineering services. Subject to the construction of standard office space, architectural and engineering fees shall not exceed (b) (4).
  13. Conflicts: In the event of a conflict between this LA #19 and the balance of the lease, this LA #19 shall govern.
- All other terms and conditions from the base lease remain unchanged.

INITIALS:


  
LESSOR

&amp;


  
GOVT

<b>GENERAL SERVICE ADMINISTRATION</b> Public Building Service      Lessors Annual Cost Statements <b>IMPORTANT - Read</b> attached "Instructions"		1. SOLICITATION FOR OFFERS	2. STATEMENT DATE	10/17/2018
1901 South Bell Street, Arlington, VA 22202		3. RENTABLE AREA (SQ. FT.)	3A. ENTIRE BUILDING	3B. LEASED BY GOVT
		40,984	278,613	34,708
SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION				
A. CLEANING, JANITOR AND/OR CHAR SERVICE		(a) ENTIRE BUILDING	(b) GOV'T LEASED AREA	FOR GOVERNMENT USE ONLY ( c )
5 Salaries		incl in item a7		
6 Supplies (Wax, cleansers, clothes, etc.)		(b) (4)		
7 Contract Services (window washing, waste and snow removal)				
B. HEATING				
8 Salaries				
9 Fuel ("x" one)    Oil    Gas    Coal    Electric				
10 System Maintenance and Repair				
C. Electrical				
11 Current for Light and Power (including elevators)				
12 Replacement of Bulbs, Tubes, Starters				
13 Power for Special Equipment				
14 System Maintenance and Repair (Ballasts, fixtures, etc.)				
D. PLUMBING				
15 Water (For all purposes) (Including sewer charges)				
16 Supplies (Soap, towels, tissues not in 6 above)				
17 System Maintenance and Repair				
E. AIR CONDITIONING				
18 Utilities (Include electricity, if not in C11)				
19 System Maintenance and Repair				
F. ELEVATORS				
20 Salaries (Operators, starters, etc.)				
21 System Maintenance and Repair				
G. MISCELLANEOUS (To the extent not included above)				
22 Building Engineer and/or Manager				
23 Security (Watchmen, guards, not janitors)				
24 Social Security Tax and Workmen's Compensation Insurance				
25 Lawn and Landscape Maintenance				
26 Other (Explain on separate sheet)				
27 Total		\$2,444,599	\$385,007.86	
SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES				
28 Real Estate Taxes		(b) (4)		
29 Insurance (hazard, liability, etc.)				
30 Building Maintenance and Reserves for Replacement				
31 Lease Commission				
32 Management				
33 Total		1,399,597	\$ 205,881	
Total Sections I & II		\$ 3,844,196	\$ 590,889	
TYPED NAME AND TITLE		SIGNATURE		DATE
34A. Andrew Abramson - Vice President GSA Leasing		(b) (6)		10/17/2018
35A.		35B.		35C.


